Contract NO. 2023-ERGS-XSTL-QT-054

EUROCOOP doo
Broj: 21-12/2023
Datum: 29.12.2023. god.
PETROVARADIN

Km157+443 通信电缆改迁合同
Contract for relocation of telecommunication cable at Km157+443

Party A: SHANDONG LUQIAO GROUP CO. LTD
OGRANAK BEOGRAD-Novi Beograd

Party B: DOO EUROCOOP PETROVARADIN

This Contract(NO: 2023-ERGS-XSTL-QT-054) is concluded in Subotica on 28.12.2023, between:

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije I Kine 4, 11070 Novi Beograd. Represented by Wang Yong

And

Party B: DOO EUROCOOP PETROVARADIN, MB: 08798885, PIB: 103098875, FRANJE ŠTEFANOVIĆA 4, Novi Sad, Represented by Radivoje Zubac.

为顺利实施 Km157+443 处地下通道施工，消除新发现电缆对地下通道施工的影响，甲方委托乙方实施通信电缆改迁工作。经友好协商，双方达成以下协议：
In order to smoothly implement the construction of underpass at Km157+443 and eliminate the impact of newly discovered cables on the construction of underpass, Party A entrusts Party B to implement the works on relocation of telecommunication cable. After friendly negotiation, the two parties reached the following agreement:

第 1 条 合同标的
Article 1 Subject of the Contract

1.1 工作内容：采购、交付和安装通信电缆及相关配件。包括大地测量工作、沟槽开挖、电缆铺设、回填、电缆调试、将挖掘出的材料拖运至垃圾填埋场、提交竣工图，以及为完成本合同下工作的必要安全措施、临时措施等。
1.1 Work description: Procurement, delivery and installation of communications cables and related accessories. Including geodetic survey work, trench excavation, cable laying, backfilling, cable commissioning, hauling excavated materials to the landfill, submission of as-built drawings, as well as necessary safety measures, temporary measures, etc. to complete the work under this contract.

第 3 条 服务期限
Article 3 Service Deadline

3.1 完成本合同下所有工作的签订合同后 8 天。
3.1 The deadline for completion of all work under this contract is 8 days after signing this contract.

第 4 条 服务价格
Article 4 Price for Service

4.1 固定且不含增值税合同价格为 487,810.00 第纳尔，增值税应根据塞尔维亚增值税法计算。
4.1 The fixed contract price is 487,810.00 RSD without VAT. The VAT shall be calculated in accordance with the Serbian VAT Law.

4.2 合同价格包含完成本工作的全部费用，包括设备材料费、人工费、运输费、燃油费、利润、其他税费等与完成此项工作有关的全部费用。
4.2 The contract price includes all costs for completing the work, including equipment and material costs, labor costs, transportation costs, fuel costs, profits, other taxes and other costs related to the completion of this work.

第 5 条 付款
Article 5 Payment

5.1 付款：全部工作完成且双方签字支付证书后，甲方在 30 日内支付合同金额的 100%。乙方有义务按照塞尔维亚相关工程的专业规则，提交施工日志、竣工图等相关技术文件。

5.1 Payment: After all work is completed and both parties sign the Temporary Situation, Party A shall pay 100% of the contract amount within 30 days. Party B is obliged to submit construction logs, as-built drawings and other relevant technical documents in accordance with the professional rules of Serbian related projects.

第 6 条 甲方权利和义务
Article 6 Rights and Obligations of Party A

6.1 为如期、安全、高质量的完成本工作，甲方有权在工作中对工作进度，材料和设备质量，安全施工情况等方面进行监督检查，并督促乙方纠正自身对完成本工作不利的错误行为（若有）。

6.1 In order to complete the work on schedule, safely and with high quality, Party A has the right to supervise and inspect the work progress, the quality of materials and equipment, and the Construction safety situation, And urge Party B to correct its own wrong behavior (if any) that is not conducive to the completion of this work.

6.2 甲方有义务按照本合同规定，及时且全额向乙方付款。

6.2 Party A is obliged to pay Party B in full and in a timely manner in accordance with this contract.

第 7 条 乙方权利和义务
Article 7 Rights and Obligations of Party B

7.1 为如期完成本工作，乙方有义务投入足够的人员及必要的工作设备执行本工作。

7.1 In order to complete this work on schedule, Party B is obliged to invest enough personnel and necessary working equipment to perform this work.

7.2 乙方有义务将甲方的利益视为自己的利益并采取相应的行动，包括向甲方提供专业且合理的建议、意见或提醒等。

7.2 Party B is obliged to regard Party A's interests as its own and take corresponding actions, including providing professional and reasonable suggestions, opinions or remarks, etc.

7.3 乙方有义务在此项工作实施过程中自费为其员工采取并实施一切必要的健康和安全措施；除此之外，执行工作期间若发生任何安全事故，其安全事故责任及导致的损失等后果由乙方承担。

7.3 Party B is obliged to take and implement all necessary health and safety measures for its employees at its own expense during the execution of this work; In addition, if any safety accident occurs during the execution of the work, the responsibility for the safety accident and the resulting losses shall be borne by Party B.

7.4 乙方应对甲方、投资者或第三方造成的任何损害负责（若为乙方原因导致）。损坏费用由乙方承担。

7.4 Party B is responsible for any damage (If it is caused by Party B) caused to the Part A, Investor or third parties. The costs of damage shall be borne by the Part B.

7.5 乙方有义务对因自身原因导致的缺陷进行修复，质保期为 2 年，从提交竣工图之日起计算。
7.5Party B is obliged to repair defects caused by itself. The warranty period is 2 years, calculated from the date of submission of as-built drawings.

第 8 条 其他
Article 8 Miscellaneous Agreement

8.1 工作执行期间如甲方更改或更新方案，在不增加工作范围，不违反法律规定的情况下，乙方应无条件配合甲方，以便项目计划方案能够更好地完成。
8.1 During the execution of the work, if Party A changes or updates the plan, without increasing the scope of work or violating the law, Party B shall cooperate with Party A unconditionally so that the project plan can be better completed.

8.2 对于本合同未提供的所有内容，将适用《规划和建设法》，《义务法》，《建筑特殊规定》以及其他规范该领域的法律规定。
8.2 For everything that is not provided by this contract, the provisions of the Law on Planning and Construction, the Law on Obligations, Special Customs on Construction and other legal regulations that regulate this area, will apply.

8.3 本合同及其附件应视为双方的完整协议，经双方签字盖章后生效，并在本合同所有条款履行完毕之日前有效。 双方均有权通过友好协商提前解除合同。双方同意一切争议应通过协商解决，如协商不成，由苏博蒂察商事法庭解决。
8.3 This contract and its appendices shall be regarded as the complete agreement of both parties, and shall come into effect after being signed and sealed by both parties, and until to the day all the provisions in the contract have been performed. Both parties shall be entitled to terminate the contract in advance through amicable negotiation. Both parties agree that all disputes shall be resolved by negotiations, in case dispute fails to be settled, it shall be resolved by the Commercial Court in Subotica.

8.4 本合同以中文、英语编写。若语言之间有任何差异，英语具有优先解释权。
8.4 This contract is written in Chinese and English. If there is any difference between languages, English has the priority of interpretation.

8.5 本合同一式四份，双方各执两份。每份合同具有相同法律效力。
8.5 The Contract is made in 4 (four) copies, of which each contracting party received two copies. Each duly signed copy of this contract produces equal legal effect.

附件：乙方报价
Appendix: Party B's Offer

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd	Party B: DOO EUROCOOP PETROVARADIN
Signature and seal:	Signature and seal:
Wang Yong, Director	Radivoje Zubac, Director

D.O.O. "EUROCOOP" PETROVARADIN